

July 1, 2006 – June 30, 2009

AGREEMENT

between

CITY OF NEWTON

AND

MASSACHUSETTS NURSES ASSOCIATION

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A G R E E M E N T

AGREEMENT entered into between the CITY OF NEWTON, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "EMPLOYER") and the MASSACHUSETTS NURSES ASSOCIATION (hereinafter referred to as "MNA").

ARTICLE I
Recognition

1.01 The EMPLOYER hereby recognizes the MNA as the sole and exclusive bargaining representative with respect to salaries, hours and other conditions of employment for all registered nurses employed as public health and school nurses by the Employer in the Department of Health excluding the Director of Clinical Services, Supervisory Nurses, Nurse Consultants and all other employees.

ARTICLE II
Union Dues and Agency Fee

2.01 Upon receipt by the EMPLOYER of a signed voluntary authorization by an employee, the EMPLOYER agrees to deduct the weekly MNA membership dues levied in accordance with the Constitution of the MNA from the pay of said employee and remit the aggregate amount to the Treasurer of the MNA along with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th of the succeeding month.

2.02 An authorization may be revoked by an employee by sending a signed written notice thereof to the City Treasurer, said revocation to take effect sixty (60) days after receipt thereof. The EMPLOYER shall send a copy to the MNA.

The following authorization of dues form shall be used:

MNA Dues
Authorization for Payroll Deduction

By: _____
 Last Name First Name Middle Name

To: _____

Employer: _____

Effective: _____ Date: _____

I hereby request and authorize you to deduct from my earnings once each month, or as otherwise provided in

this AGREEMENT, an amount established by the MNA as dues. The amount deducted shall be paid to the Treasurer of the MNA.

The authorization shall continue for a period of one (1) year from the date hereof or until the termination of this AGREEMENT (whichever occurs first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed _____

2.03 In addition to the above, all members of the bargaining unit who are not members of the MNA and/or who have not voluntarily executed an authorization for an Agency Service Fee deduction shall be required to pay to the MNA pursuant to M.G.L. Chapter 150E, Section 12 as a condition of employment, an Agency Service Fee on or after the 30th day following employment in the bargaining unit, or the effective date of this AGREEMENT, whichever is later. Said fee shall be proportionately commensurate with the cost of collective bargaining and contract administration. Said fee shall be deducted monthly as is provided above and shall be in the amount certified by the Association. The Union agrees to hold the City harmless for any liabilities civil or criminal, which may arise out of the implementation of this Article.

2.04 Upon execution of the new Agreement, the City will provide the Union with a list of the names and addresses of all members of the bargaining unit. The City will update this list yearly upon the request of the Union.

ARTICLE III

Grievance and Arbitration Procedure

3.01 A grievance shall be defined as a dispute between the parties of this AGREEMENT involving an alleged violation of a specific provision of this AGREEMENT. Any such grievance shall be settled in the following manner:

All grievances shall be submitted in writing and shall state the specific contract provisions that are being violated, in what manner those provisions are being violated, and what remedy is being sought. All grievances must be filed within five (5) working days after the circumstances giving rise to when the grievance first occurred, or when the grievant should have been aware of its occurrence, or it shall be deemed waived. Any grievance shall also be deemed to have been waived or settled if the action required by the ASSOCIATION or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore. If a grievance is once waived or settled at any of the following steps, it shall be considered closed and it shall not thereafter be subject to the grievance procedure or to

arbitration. The City may assert the ASSOCIATION'S failure to comply with the grievance or arbitration procedures at any stage of the procedure.

For purposes of this Article any Employee or ASSOCIATION submission shall become effective upon mailing or delivery and the prescribed time periods for filing shall not begin until the grievant or ASSOCIATION actually receives the City's response.

STEP 1. The MNA representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate department head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond to the MNA within three (3) working days from receipt thereof.

STEP 2. If the grievance still remains unadjusted, the MNA shall present it to the Mayor or his designee, in writing, within five (5) working days after the response of the department head is due or is received by the employee or his representative, whichever occurs first. The Mayor or his designee shall respond in writing to the MNA within ten (10) working days from the receipt thereof.

STEP 3. If the grievance is still unsettled either party may, within twenty-five (25) days from the date of receipt of the grievance by the Mayor or his designee or within fifteen (15) days from the date the MNA has received the Mayor's or his designee response, whichever is sooner, by written notice to the other, request arbitration. Failure by the MNA to request arbitration in writing within the prescribed time shall constitute a waiver of the grievance.

3.02 The arbitration proceeding shall be conducted by an arbitrator to be selected by the EMPLOYER and the MNA within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may submit the grievance to the American Arbitration Association for determination in accordance with their rules and regulations.

3.03 The arbitrator shall have jurisdiction over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a provision of this AGREEMENT not excluded from arbitration.

The arbitrator shall be without power and authority to do the following:

- A. To add to, alter, subtract from, or amend the terms of the written Agreement.
- B. To modify, alter, or negate decisions of the City which are made pursuant to its rights or authority under the law and/or its management rights that are not accepted by this AGREEMENT.

- C. To make an award which violates any of the City's policies except as they may be governed by this AGREEMENT.
- D. To make an award which may cause or require the City to violate State, Federal or common law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States government, all of which are hereby incorporated by reference.
- E. To rule on an issue which is reserved by law for the City to decide, or which has been expressly excluded from the grievance and arbitration provisions of this AGREEMENT.
- F. To rule on a violation which occurred prior to the effective date of this AGREEMENT, and/or to award any relief for any period of time prior to the date of the submission of the grievance.
- G. The arbitrator may not substitute his judgment for that of the City or its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law.
- H. The decision of the arbitrator, if within the scope of his jurisdiction shall be final and binding upon the parties hereto and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs.
- I. Compensation for the services of the arbitrator will be borne equally by the City and the ASSOCIATION, but each party shall bear its own expenses for the presentation of its own case.

3.04 Grievances involving disciplinary action shall be processed beginning at the first step, except that any disciplinary action which is governed by the laws of Massachusetts and for which remedial procedures are provided shall not be a subject matter which may be grieved or submitted to arbitration and is specifically excluded from the procedures here-in-above set forth.

3.05 The cost of the arbitrator's services shall be borne equally by both parties.

ARTICLE IV Fair Practices

4.01 As sole collective bargaining agent the MNA will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to handicap, race, color, creed, national origin, sex, or marital status. The MNA will represent equally all persons without

regard to membership, participation in or activities in the MNA.

4.02 The EMPLOYER agrees to continue its policy of not discriminating against any person on the basis of handicap, race, creed, color, national origin, sex, marital status or participation in or association with the activities of the MNA.

ARTICLE V Special Leave

5.01 Special leave shall mean that period of time for which an employee shall be entitled to receive compensation during absence from work because of personal sickness or injury, the illness or injury of certain members of her/his family, certain religious observances, or personal business in accordance with this Article.

5.02 All full-time employees shall accumulate special leave at the rate of one and one quarter (1 1/4) days per month of full compensable service. Every employee, who is entitled to full compensation during a calendar month, will be granted 1 1/4 days of special leave on the first day of the following month. All employees who work 181 days/year shall accumulate special leave at the rate of 12.5 days per year.

5.03 All first year school nurses will accrue 4 days on September 1 or the first day of the school year, an additional 4 days on December 1st and an additional 4.5 days on March 1st. Any nurse starting after the first day of school will have their special leave prorated to the number of months left in the school year. This clause only applies to school nurses.

5.04 An employee shall be entitled to use special leave to the full extent of her/his accumulation during absence from work because of sickness or injury of the employee in accordance with this Article.

5.05 When an employee of the City is absent from her/his duties on account of disability because of sickness or injury, she/he shall promptly notify her/his department head or such other person as her/his department head shall designate and it shall be the duty of the head of the department in which such official or employee works, promptly to notify the City Physician and the Comptroller of Accounts of such absence. An employee who is absent for more than five (5) consecutive work days may be required during the continuation of the absence to provide periodic medical status reports or to see the City Physician. When an employee is absent due to illness or injury in excess of three (3) consecutive days, she/he must present a medical certificate from her/his physician indicating the employee's clearance to return to work or obtain authorization from the City Physician to return to work. During such absence no salary or wage

shall accrue to such employee except during such periods of authorized special leave in accordance with this Article.

No person shall be entitled to any compensation or benefits under this Article for any period of disability resulting in whole or in part from any of the following:

- a. The voluntary use of intoxicating liquor, drugs or narcotics.
- b. Self-inflicted injuries other than accidental.
- c. Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.
- d. Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the department in which employed.
- e. Injuries sustained as a result of reckless, improper, or vicious conduct or illegal or immoral practices.

5.06 Family Illness Every employee shall be entitled to use special leave to the extent of five (5) days per year during required absence from work because of the illness of the employee's spouse, children, or parents residing in the same household of the employee.

If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, she/he shall inform the Department Head at which address and telephone number she/he will be located because of her/his required absence from work.

"Required absence" is defined as the necessity of the personal attendance of the employee for the personal care of the seriously ill member of the family because of the unavailability of any other adult family member or other source of care.

The City may require a medical certificate setting forth the nature of the illness and certifying the need of the employee to remain at home. "Illness" is defined as one requiring the immediate and continuous availability of an adult person to furnish necessary medical care.

5.07a. The City will record employee absences from work due to their attendance of an ill member of the family. Said absence(s) as well as any other reason for absence shall be included in making determinations of whether or not there is excessive absenteeism of the employee.

5.07b. No salary or wage shall accrue to any employee under paragraph 5.06 of this Article unless the City Physician shall find that the absence of such employee from work is justified by reason of sickness or injury.

5.07c. The federal Family Medical Leave Act (FMLA) provides unpaid leaves of absence to care for members of the employee's family. The provisions in this section are not in addition to the leave provided in that Act. The number of paid days permitted in this section are to be counted as a part of those days of leave permitted in the Family Medical Leave Act.

5.08 Religious Observance: An employee shall be entitled to use special leave during absence from work for religious observances as approved by the Mayor. Such absences shall be limited to a total of three (3) days during any calendar year and the right thereto shall not be cumulative.

5.09 Personal Leave: In any calendar year, an employee may be granted up to two (2) days of non-cumulative paid leave from their special leave bank to conduct personal business under the following conditions:

It is recognized that the absence of the employee from work interrupts and diminishes the scheduled work of the City and must therefore be kept to a minimum. It is understood that employees will make every effort to attend to their personal business on "non-working" days or during non-working hours and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. It is further understood that approval of any requests for personal business leave will be at the discretion of the Department Head. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled. Application for personal leave (except in cases of emergency) will be made at least forty-eight (48) hours before taking such leave or such earlier time period as the Department Head may require and shall be subject to the approval of the Department Head in advance of such absence. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed in writing using the standard procedure. Under no circumstances may a day be taken for the purpose of creating an extension of a vacation, weekend or holiday. If the Department Head believes the purpose of the leave not to be of a nature requiring the absence of the employee, he may refuse to grant such leave. Said determination shall not be subject to the grievance and arbitration provisions of the Agreement.

The following shall be considered legitimate reason for use of personal leave:

1. Court obligations
2. Real estate closings
3. Adoptions
4. Summons by a government agency to a hearing
5. Appointments with doctors or dentists, etc.
6. Other business obligations of a similar nature.

Unused portions of special leave shall be cumulative and such unused special leave except as provided in ARTICLE XII, (Retirement and Death Benefit) hereinafter, will not be available for use or payment in cash upon termination of employment but shall continue to be available upon an employee's transfer to another position in the same or another department. An employee who is laid off or resigns under conditions that are not discreditable to her/him shall, if re-employed within twelve months, have available any unused special leave accumulation existing at the time of her/his separation.

5.10 Any employee who shall be found by the Mayor, or his designee after a hearing, to have obtained special leave pay contrary to this Article, or through any misrepresentation by her/him or by any other person in connivance with her/him shall not be entitled to the benefit of this article for a period of one (1) year after such finding.

5.11 Partial Work Day: An employee who reports for work at the start of the work day and who does not complete the work day due to illness shall have charged to her/his special leave the number of hours not worked that day.

5.12 Bereavement Leave An employee shall be entitled to up to three (3) days of paid leave, not to be deducted from special leave, for each absence from scheduled work due to the death of a parent, step-parent, husband, wife, child, step-child, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law or sister-in-law.

5.13 City Ordinances The Employer will continue its present practices which are authorized under the Ordinances of the City of Newton or through its personnel policies with regard to jury duty pay, leaves of absence, pensions and paid leaves, except as they may be improved by ordinances of the Newton Board of Aldermen.

ARTICLE VI Health and Welfare

6.01 The CITY agrees to provide the current group health coverage or its equivalent for all eligible families and individuals until June 30, 2003. The City will pay 80% of the premiums due upon all of the offered health plans, subject to M.G.L., Chapter 32B, § 2 (b) (Attachment B1).

6.02 Where an employee suffers an extended illness and has used all of her/his sick leave and vacation pay, the City shall review the case. The City may, at its discretion, continue to pay an insurance premium contribution of 80% for an additional period up to ninety (90) days. Prior to each date of any granted extension of such payments, the City shall review the matter again for

a possible further extension and notify the employee of its decision.

6.03 Upon the death of any employee, employed or retired, for whom at the time of her/his death the City is contributing payments toward her/his medical and hospitalization, the City will pay 80% of the insurance premiums for her/his spouse until such time as she/he remarries or becomes eligible for hospitalization and medical coverage under the Federal Program.

6.04 Life Insurance The CITY will make every effort to make it possible for each employee to purchase additional life insurance under a group insurance plan.

6.05 Dental Insurance The CITY will make every effort to make it possible for each employee to purchase dental insurance and shall pay 50% of the cost of said plan, subject to minimum participation requirements.

6.06 Deferred Compensation The CITY will implement Section 125 of the IRS code for all bargaining unit members who desire it.

ARTICLE VII Workers' Compensation

7.01 An employee suffering an occupational injury, eligible for medical payments under Workers' Compensation, who returns to work within five (5) days of receiving said injury may, at her/his election, be compensated out of her/his sick leave, if any.

7.02 An employee who is receiving Workers' Compensation shall be permitted to use up her/his accumulated sick leave in one-hour segments for the purpose of receiving the difference between what she/he receives under her/his Workers' Compensation and her/his regular weekly salary. The EMPLOYER at the employee's election shall pay her/him the necessary amounts and charge them to her/his unused and accumulated sick leave.

7.03 An employee suffering an occupational injury, eligible for medical payments under Workers' Compensation, M.G.L CH. 152, will be allowed to leave work without loss of pay to obtain medical treatment.

7.04 An employee who is receiving Workers' Compensation shall be permitted to use up his/her accumulated sick leave or his/her available vacation leave in one hour segments for the purpose of receiving the difference between what he/she receives under Workers' Compensation and his/her regular salary. The CITY, at the employee's election, shall pay him/her the necessary amounts and charge them to his/her unused and accumulated sick leave or available vacation leave.

ARTICLE VIII

Bulletin Boards

8.01 The EMPLOYER shall place bulletin boards at the entrances to major locations. The MNA shall have the right to post routine union notices on said bulletin boards. Prior to posting, the MNA shall give a copy to the department head or his/her designee.

8.02 It is agreed that no notices shall be posted containing any language derogatory or critical of the EMPLOYER.

ARTICLE IX

Standards of Health, Fitness, and Attendance

9.01 The maintenance of good health, physical fitness and good attendance are essential to the successful performance of all the duties and functions of the City.

Employees are required to be at work on a regular, continuing, and consistent basis. Any excessive or unusual amount of absence from work, for whatever reason, is contrary to the City's attendance requirements. Consideration shall be given for major illnesses or any extenuating circumstances.

The City reserves the right to review and record employee absenteeism from the work place and impose disciplinary action for any excessive abuse of sick leave absenteeism or for a pattern of absenteeism in accordance with the provisions of Article XIV, Section 14.02 of the contract.

The City through its Human Resources Department may establish written policies pertaining to standards of attendance and indices of patterns of abuse or and/or excessive absenteeism, not to be in violation of any Article or Provision of the Collective Bargaining Agreement.

The policies shall be appropriately posted and copies given to the Association.

The City, through its Human Resources Department or by the appropriate Department Head may meet with, talk to, or otherwise be in contact with employees concerning their absenteeism. The employee may have an Association representative in attendance, if she/he so requests.

ARTICLE X

Longevity

10.01 Full-time employees covered by this AGREEMENT, including Nurses who work 181 days per year, who shall have completed the appropriate number of years of aggregate

employment with the CITY in each fiscal year, shall be entitled to receive an annual non-cumulative longevity payment as hereinafter set forth for that fiscal year and each fiscal year thereafter while employed by the CITY; said payment shall be made as soon as possible after each anniversary date of employment, but in no event later than two payroll weeks thereafter. If an employee's period of service has been interrupted by termination and re-employment or by leave of absence without pay for a period of time greater than 3 months, then upon re-employment, or return to active employment a new anniversary date shall be set to equitably adjust for the period of time of absence from the employment of the City.

10.02 In the event an eligible employee should retire, resign or decease in the course of a year in which she/he would have been entitled to such longevity payment, she/he shall receive a proportionate share of the longevity payment based upon the number of full calendar months she/he was actually in the employ of the CITY during that fiscal year, payable on the payment date following such event.

10.03 Longevity payments will be made in accordance with the following schedule of years and dollar amounts subject to the aforesaid provisions and conditions.

<u>Number of Years</u>	<u>Dollar Amounts</u>
7 to 10 years of aggregate employment	\$ 400.00 per year
11 to 14 years of aggregate employment	\$ 650.00 per year
15 to 19 years of aggregate employment	\$ 750.00 per year
20 to 24 years of aggregate employment	\$ 850.00 per year
25 years + of aggregate employment	\$1,000.00 per year

In the event an eligible employee should retire, resign or decease in the course of a year in which he/she would have been entitled to such longevity payment, he/she shall receive a proportionate share of the longevity payment based upon the number of full calendar months he/she was actually in the employ of the CITY during that year (since last anniversary date) payable on the payment date following such event. space In the event an employee dies, the CITY will pay to the said employee or his/her heirs at law, or to his/her Estate.

ARTICLE XI Separability

11.01 If any provision of this AGREEMENT or any application of the AGREEMENT to any employee or group of employees shall be found to be contrary to law by any court or board of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will

continue in full force and effect.

ARTICLE XII

Retirement and Death Benefits

12.01a Upon the retirement of any employee covered by this AGREEMENT under the terms of Massachusetts General Laws or the death of any employee, the CITY will pay to the said employee or his/her heirs at law, or to his/her Estate, and amount equal to sixty percent (60%) of any unused special leave then remaining, not to exceed \$6,000.00.

12.01b Upon the retirement of any employee pursuant to Massachusetts retirement laws or upon the death of any employee, the City will pay to the retired employee or his/her heirs, as the case may be, the following amounts at the following levels of accrued but unused special leave then remaining.

<u>Dollar Amount</u>	<u>Unused Special Leave</u>
\$4,000	More than and including 175 days but less than 225 days.
\$5,000	More than and including 225 days but less than 250 days.
\$6,000	250 days or more.

12.02 Upon the retirement of any employee covered by this AGREEMENT, the CITY will continue her/his basic life insurance policy of \$ 5,000.00 and pay fifty percent (50%) of the premium cost thereof.

ARTICLE XIII

Appropriation

13.01 It is agreed that the terms of this AGREEMENT are subject to and conditioned upon the appropriation of the necessary funds by the Board of Aldermen of the City of Newton. In the event that any of the necessary funds are not appropriated by the Board of Aldermen, the CITY agrees to notify the Association of such fact in writing within thirty (30) calendar days of the date on which the CITY failed to appropriate the funds.

ARTICLE XIV

General Provisions

14.01 Every new nurse shall go through an orientation program.

14.02 No nurse shall be disciplined or discharged except for just cause.

ARTICLE XV
Performance Evaluation

15.01 The job performance of employees shall be evaluated by their immediate supervisor and the Commissioner of Health as follows:

- a. At the end of the six (6) months probationary period for new employees.
- b. At other times as deemed necessary by the supervisor or Commissioner of Health but not less than once every twelve (12) months.

15.02 Nurses will review, and upon request be given a copy of the evaluation report. Upon completion of each performance review, employees will sign the report to indicate review has been completed, with the understanding that the signature does not necessarily indicate concurrence thereof.

15.03 Employees will have the right to review the content of their personnel file at reasonable times and make copies thereof, except for documents of a "confidential nature" received prior to their employment and all other information excepted from their review by Federal and State statute.

15.04 No material derogatory to an employee's conduct or service or character will be placed in their personnel file unless the employee has had an opportunity to review the material and affix her/his signature to the copy to be filed, with the understanding that the signature does not necessarily indicate concurrence thereof. Employees will have the right to submit a written answer to such material and have the answer reviewed by the Commissioner and affixed to the file copy. Documents excluded under paragraph 15.03 of this Article are not subject to review by the employee. Refusal to affix her/his signature by the employee shall not prohibit the employer from placing said material in the employee's personnel file, if the employee has been given an opportunity to review the material.

ARTICLE XVI
Nurses' Committee

16.01 MNA shall establish a Nurses' Committee which will meet on a regular basis with the Mayor or his designee to discuss grievances, policies and other matters of mutual concern.

16.02 The parties will continue to attempt to schedule collective bargaining negotiations during paid time at times that minimize disruption of service delivery.

ARTICLE XVII

Vacations

17.01 Vacation allowances shall be granted in the calendar year during which the anniversary date of employment occurs regardless of which day said anniversary date of employment falls.

17.02 During each school vacation period one nurse may take up to three extra days of vacation provided however that written notification has been given to the Commissioner of Health at least 60 days in advance thereof; sufficient personal days, or other compensatory days must be available and used to make up the extra days.

17.03 An employee's vacation entitlement for the year in which her/his employment relationship with the City is terminated, shall be pro-rated based on the actual time worked that year and any monies owed the City for vacation taken in excess of the pro-rated entitlement shall be deducted from any source of compensation due the employee or reimbursed by the employee to the City upon billing. If vacation has been earned but not taken, the City shall compensate the employee for the appropriate amount of pro-rated vacation.

17.04 The vacation entitlement shall be as follows:

<u>After Completing Years of Employment</u>	<u>Entitlement</u>
1 year	2 weeks vacation
5 years	3 weeks vacation
10 years	4 weeks vacation
20 years	5 weeks vacation

An employee will be allowed to carryover one week of unused vacation upon written request, to be used no later than March 31st of each year or it will be added to the employee's special leave bank.

ARTICLE XVIII

Holidays

18.01a. Full Year Nurses - Subject to the exception and conditions provided in this Article, all employees whose compensation is fixed on an annual basis shall receive their regular compensation and all employees whose compensation is fixed at an hourly rate shall receive seven and one half hours (7.5) pay (or in the case of a half holiday, three hours and forty-five minutes (3.75) hours pay) at their regular compensation for each of the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots Day	Veterans' Day
Memorial Day	Thanksgiving Day

*Floating Holiday Christmas Day

A half holiday on either her/his nearest scheduled working day before Christmas or her/his nearest scheduled working day before New Year's Day, the scheduling of such half holiday to be at the discretion of the Department Head. The floating Mayor's holiday is hereby incorporated into this agreement. (Attachment C)

18.01b. School Nurses are paid for working 181 school days. In addition, they will receive pay for ten (10) holidays which is included in their regular annual compensation.

*Beginning with calendar year 1988 and continuing for subsequent calendar years, this day will be granted as a floating holiday with the same notice and granting requirements as those established by the City for use of vacation time.

18.01c. School nurses will not work the Wednesday afternoon before and the Monday after Thanksgiving. This period of 1½ days will be worked at other times as part of the nurses scheduled work year of 181 days.

18.02 If any such holiday falls on a full-time employee's scheduled day off, such employee shall be given another day off with pay in lieu thereof, which shall be scheduled at the discretion of the Department Head subject to the general policy hereby established, that so far as it may be consistent with the proper functioning of the department such day shall be granted on either the last scheduled work day preceding or next scheduled work day following such a holiday.

18.03 In order to qualify for compensation for any such holiday, such person shall have worked on all of his last regularly scheduled work day prior to and the next regularly scheduled work day following such holiday, unless his absence on such regularly scheduled work day is due to jury service, or is an absence for which compensation is payable under this AGREEMENT.

ARTICLE XIX

Hours of Work and Overtime

19.01 The regular work schedule shall be for five (5) consecutive days (Monday through Friday) and seven and one-half (7 1/2) consecutive hours per day exclusive of lunch period.

19.02 Employees who are authorized to work in excess of thirty seven and one-half (37 1/2) hours per week shall be paid at straight time hourly rates for all work performed up to 40 hours per week except that an employee must work at least one half hour of overtime on each occasion. Upon the completion of one half hour of work, overtime shall be paid from the start of said overtime work. All work performed in excess of 40 hours per week shall be paid at time and one-half (1 1/2) their straight time hourly rates.

19.03 At the option of the employee she/he may elect to take compensatory time off in lieu of compensation. Said compensatory time will be taken at such times as are approved by the department head.

ARTICLE XX

Rest Periods

20.01 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half day shift whenever this is feasible.

ARTICLE XXI

Management Rights

21.01 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, the City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it. It shall have the sole unquestioned right, responsibility, and prerogative of management of the affairs of the City and direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance, use and operation of the equipment and property used for and on behalf of the purposes of the City.
- b. To establish or continue policies, practices and procedures for the conduct of City business.
- c. To determine assignments of work and work tasks, and to discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the City's operations.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or legitimate reasons when it shall be in the best interests of the City or the department, subject to the employee's rights contained elsewhere in this AGREEMENT and at law.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable

manner to the employees affected by them.

- g. To determine and re-determine job content and to insure that related duties connected with departmental operations, whether enumerated in job description or not, shall be performed by employees.
- h. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the ASSOCIATION or of discriminating against its members.
- i. To require reasonable overtime from the employees.
- j. To determine position qualifications and quality of job performance by employees.
- k. To maintain order and efficiency in the City's operations.
- l. To establish, continue and/or change policies and/or regulations pertaining to standards for hiring and enforcement during the continuation of employment.

21.02 The members covered by this AGREEMENT shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

ARTICLE XXII

No Strike

22.01 The MNA, its officers and members hereby agree to comply with the provisions of Massachusetts General Laws Chapter 150E, Section 9A (a) which states, "No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slow down or withholding of services by such public employee."

ARTICLE XXIII

Uniforms & Clothing/Cleaning Allowance

23.01 The City will provide lab coats and maintain them on a reasonable basis for the registered nurses. All nurses shall receive an annual cleaning allowance of \$200.00 to be paid in the first pay period of January of each year. Effective July 1, 2005, an increase of \$50.00 will be added to the annual cleaning allowance, for a total of \$250.00.

ARTICLE XXIV

Tuition Aid

24.01 The EMPLOYER agrees to provide an educational fund, up to a maximum of \$4,000.00 per fiscal year, to reimburse eligible employees for tuition costs in accordance with the following

plan.

24.02 All full-time (37 1/2 hours per week or more) and school nurse permanent employees are eligible to participate in this plan upon completion of twelve (12) months of continuous employment. Individuals receiving tuition payment from any grant, scholarship or veterans benefit shall have tuition aid reduced by this amount.

24.03 Courses shall be approved for reimbursement that are job related. Each eligible employee may take up to six (6) credits per year. Courses must offer classroom instruction in an institution accredited by the New England Association of Schools and Colleges or the Association of Independent Colleges and Schools.

24.04 Classes must not conflict with the employee's normal work schedule and must be taken on the employee's own time.

24.05 Employees wishing to participate in this program must have their course approved prior to enrollment in such course. Prior approval is obtained by the employee submitting an "Application for Tuition Aid" for each course to be taken. Applications must be recommended by the Department Head and approved by the Director of Human Resources.

Applications will be approved based on the date submitted. "Applications for Tuition Aid" are to be submitted to the Commissioner of Health. Reasonable efforts will be made to equitably distribute funds.

24.06 Employees will be reimbursed for the tuition cost upon passing an approved course. Approved courses which are not completed and passed are not reimbursable under this plan. Costs other than tuition, such as registration and application fees, lab fees, books, etc., are not reimbursable under this plan.

To receive tuition reimbursement, an employee must submit to the Health Commissioner a copy of the tuition bill from the school and a transcript indicating that she/he has passed the course. The department head upon signing the tuition bill and transcript, as appropriate, will forward same to the Director of Human Resources for approval and payment. Employees must be on the active payroll as permanent full-time employees as of the date the Human Resources Department received their transcript and tuition bill for payment. The CITY is not liable for any taxes or assessments to Federal, State, or City governments due on tuition reimbursements paid to employees under this plan.

ARTICLE XXV

Work Year

25.01a School nurses employed on a reduced work year will have the annual salary paid proportionately over the full work year. These employees will be eligible to receive full insurance coverage in accordance with the terms of this contract. The reduced work year is from the beginning of September through the following June, starting on the first day of school and ending and ending on the last day of school, for a total of 181 days.

ARTICLE XXVI

Professional/Educational Programs

26.01 Annual sum of eight thousand (\$ 8,000.00) dollars will be provided during each year of the AGREEMENT for registered nurses' or departmental expenses incurred for attendance at relevant professional or educational programs including those related to certification. In order for an employee to be eligible for said compensation, prior written approval, subject to the operating needs of the department, must be secured from the Commissioner of Health and the Director of Human Resources. To the extent feasible, funds available under this provision shall be equitably distributed among those employees eligible for reimbursement. Reimbursement shall be made within four (4) weeks from the submission of appropriate documentation to the Human Resources Department.

ARTICLE XXVII

Wages

27.01 Effective July 1, 2006, nurses will be paid as indicated in

July 1, 2006	1%	(September 1, 2006 for School Nurses)
January 1, 2007	1%	
July 1, 2007	2%	(September 1, 2007 for School Nurses)
March 15, 2008	<u>1%</u>	
July 1, 2008	2%	(September 1, 2008 for School Nurses)
April 1, 2009	1%	

Annual salaries for school nurses will include the following:

- Vacation pay included
- Holiday pay included
- 181 days pay included for school nurses

See attached wage scale.

27.02 Promotions Non-certified school nurses who become certified will move to the

certified nurse grade to the step that is two (2) steps back from the nurse's current step. All other promotions will use the usual contract promotional language of 6% rounded to the next step.

27.03 Masters Degree Accepted master's degree for the Master's Degree/National Certification pay scale are the following: nursing, psychology, counseling, social work, education or public health. Other master's degrees will be considered at the discretion of the Commissioner of Health & Human Services. In order to be considered for this pay scale the nurse must have current certification.

27.04 Certification The City will make every effort to work with the local colleges to provide an on-site training program/course to assist nurses in preparing for the state certification exam. This course would convene at a time that will not conflict with normal work hours. In addition, the City will pay up to \$250 for MTEL preparation courses at nearby colleges that can be found at: http://www.doemass.edu/mtel/fag/tprep_1st.html

27.05 Upon request of the Union, the City agrees to reopen negotiations on wages if any other City (not School Department) Union gets more than MNA nurses on the basis of wages.

ARTICLE XXVIII

Vacancies

28.01 When a position is to be filled on a permanent basis, the City agrees to post a notice, for 5 days in the department, of the opening. Nurses may show their interest for the position, in writing, to the Commissioner of Public Health.

ARTICLE XXIX

Temporary Working Out of Classification

29.01 If a nurse is assigned to work in a non-bargaining unit supervisory position on a temporary basis, she will be compensated for such service by being paid a wage which is the same wage which she would have received had she been hired into the position on a permanent basis at the time that the working out of classification commenced. The determination of that wage shall be made by the Human Resources Department in a manner which is consistent with the placement of other employees on the same wage schedule. The compensation so assigned shall be paid to the nurse for the duration of the temporary assignment except for periods related to vacation or routine sick leave of either the nurse or the supervisor.

ARTICLE XXX
Tuition Free Assistance

30.0 Effective September 1, 2005, subject to the conditions and restrictions that apply to Newton students who seek out-of-district placement, the School Nurse, in the Newton Public Schools, who is not a resident of the City of Newton, will have the option, at no cost, of having his/her child or a child residing with the School Nurse attend one of the regular education programs of one of the two high schools in Newton and, on a space available basis, the regular education program at the Elementary or Middle Schools in the Newton Public Schools. However, once a child is accepted, so long as the nurse is employed in the Newton Public Schools, the child shall be allowed to attend that school through grade 12 subject to the rules and regulations that apply to Newton residents.

ARTICLE XXXI
Crisis Team

31.0 Effective July 1, 2005, nurses will receive an annual stipend of \$500.00 as compensation for status as crisis team members.

ARTICLE XXXII
Emergency Responder

32.0 Any nurse who responds in the official capacity of emergency responder to an unusual occurrence outside of scheduled hours will be paid at the rate of one and one half (1½) times their regular rate of pay for a minimum of four (4) hours for all time worked in their official capacity.

ARTICLE XXXIII
Court Time

33.0 A school or public health nurse, who, with the prior approval of the Commissioner of Health and Human Services, attends the legal proceedings that are described below, shall be entitled to attend such proceedings as part of the work day or at a rate of time and one-half for all time during which he/she is either in attendance outside the work day.

A. As a witness before other municipal State or Federal Agencies in matters arising out of the nurses duties for the City of Newton;

B. In matters in which the nurse is requested or subpoenaed to testify by the CITY of Newton, with prior approval of the Commissioner of Public Health;

C. If any attendance or appearance occurs on a holiday or falls on a day when the nurse is not scheduled to work, the nurse shall receive pay due him/her at straight time up to forty

hours and then time and a half for each additional hour over forty hours.

ARTICLE XXXIV
Indemnification

34.0 The City of Newton, pursuant to the Massachusetts Tort Claims Act, General Laws Chapter 258, section 2, indemnifies public employees for loss of property or personal injuries caused by the negligence or wrongful omission of a public employee while acting within the scope of his or her employment. However, pursuant to General Laws Chapter 258, section 9, claims against public employees for intentional torts, may be indemnified by the City, in the City's discretion, except where the employee's conduct is found to be grossly negligent, willful or malicious.

ARTICLE XXXV
Direct Deposit

35.0 Effective January 1, 2006, all employees in the bargaining unit must have payments deposited directly into a bank or credit union account of their choice.

ARTICLE XXXVI
Joint Labor Management Committee

36.0 Effective upon ratification, The City and the MNA agree to establish a joint labor management committee to determine qualifications, criteria, essential duties, and wage scale for a master's level nurse by June 30, 2006.

ARTICLE XXXVII
Duration

37.01 This AGREEMENT shall be effective as of July 1, 2006 for the period ending June 30, 2009 and remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than six (6) months prior to the termination date hereof or any succeeding anniversary date.

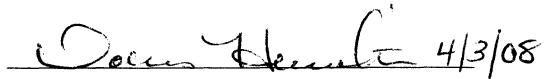
WITNESS our hands and seals this day of , 2008

CITY OF NEWTON

MASSACHUSETTS NURSES ASSOCIATION





 4/3/08



 4/1/08

 2/28/08

Approved as to legal form and character

Labor Counsel

Attachment A1

Wages:

- A. The parties have agreed to a seven-step wage schedule, with each step after Step 1 consisting of a 3% wage increase.
- B. Except for certain long service nurses discussed more specifically below in subparagraphs D and E, all nurses shall be placed on Step 2 retroactive to July 1, 2000 (for full-time nurses) or retroactive to September 1, 2000 (for school year nurses).
- C. Nurses shall progress one step annually thereafter on July 1 or September 1, as applicable. New hires shall be spaced on Step 1, absent any agreement to the contrary between the City and the Association.
- D. Nurses with greater than 20 years of bargaining unit seniority as of July 1, 2000, shall be placed on Step 3, retroactive to July 1, 2000 (or September 1, 2000, where applicable). These nurses shall progress to Step 4 as of July 1 (or September 1) 2001, and to Step 5 as of July 1 (or September 1) 2002.
- E. Nurses with greater than ten and up to 20 years of bargaining unit seniority as of July 1, 2000, shall be placed on Step 2, retroactive to July 1, 2000 (or September 1, 2000, where applicable). These nurses shall progress to Step 3 as of July 1 (or September 1) 2001. These nurses shall then benefit from a special progression to Step 4 effective February 1, 2002. These Nurses shall progress to Step 5 as of July 1, (or September 1) 2002.
- F. Each nurse will receive an Enhanced School Health Services stipend of \$1,000.00, less usual withholding and deductions, on or before June 30, 2001. The parties understand and agree to these additional terms concerning current and future provision of this stipend:
 - 1 This stipend is to be treated for all purposes as regular compensation (except that the stipend amount is not to be added to base pay reflected in the wage schedule discussed above).
 - 2 This stipend is funded by an Enhanced School Health Services grant that the City obtained from the Commonwealth of Massachusetts as a result of the Commonwealth's tobacco litigation settlement. The stipend reflects compensation for the nurses' role in administering the Enhanced School Health Services grant.
 - 3 This grant-based funding is not currently available to the City past June 30, 2001, and therefore the payment of this stipend in 2001 is not an agreement to make any such stipend payments in future years.
 - 4 The City intends to seek renewal of this grant funding from year-to-year, and will use reasonable efforts to obtain renewal of all or a part of this grant funding, and will use reasonable efforts to make annual stipend payments to school nurses.
 - 5 The city reserves the right to use future grant funding for such purposes as it determines in its discretion to be appropriate, including but not limited to stipends for the nurses administering the grant services.
 - 6 The City will notify the Union in the ordinary course about the availability of renewed grant funding and the amount to be applied to future stipends for the nurses in the bargaining unit.

City of Newton – 6/20/07

Current	NNS	NCS	NFT	NSN
1	\$35,766.82	\$40,842.07	\$48,454.95	\$34,244.25
2	\$36,839.82	\$42,067.33	\$49,908.60	\$35,271.58
3	\$37,945.02	\$43,329.35	\$51,405.86	\$36,329.72
4	\$39,083.37	\$44,629.23	\$52,948.03	\$37,419.62
5	\$40,255.87	\$45,968.11	\$54,536.47	\$38,542.21
6	\$41,463.55	\$47,347.15	\$56,172.57	\$39,698.47
7	\$42,707.45	\$48,767.57	\$57,857.74	\$40,889.43

Effective	Step	9/1/2006 NNS	9/1/2006 NCS	7/1/2006 NFT	9/1/2006 NSN
	1	\$36,124.49	\$41,250.48	\$48,939.50	\$34,586.69
	2	\$37,208.22	\$42,488.00	\$50,407.69	\$35,624.30
	3	\$38,324.47	\$43,762.64	\$51,919.92	\$36,693.02
	4	\$39,474.20	\$45,075.52	\$53,477.51	\$37,793.82
	5	\$40,658.43	\$46,427.79	\$55,081.83	\$38,927.63
	6	\$41,878.19	\$47,820.62	\$56,734.30	\$40,095.45
	7	\$43,134.52	\$49,255.25	\$58,436.32	\$41,298.32

Effective		1/1/2007 NNS	1/1/2007 NCS	1/1/2007 NFT	1/1/2007 NSH
	1	\$36,485.73	\$41,663.00	\$49,428.89	\$34,932.56
	2	\$37,580.30	\$42,912.88	\$50,911.76	\$35,980.54
	3	\$38,707.71	\$44,200.27	\$52,439.12	\$37,059.95
	4	\$39,868.95	\$45,526.28	\$54,012.29	\$38,171.75
	5	\$41,065.01	\$46,892.07	\$55,632.65	\$39,316.91
	6	\$42,296.97	\$48,298.83	\$57,301.64	\$40,496.41
	7	\$43,565.87	\$49,747.80	\$59,020.68	\$41,711.31

Effective		9/1/2007 NNS	9/1/2007 NCS	9/1/2007 MS/NAT CERT	7/1/2007 NFT	7/1/2007 FT/MS/CERT	9/1/2007 NSN
	1	\$37,215.45	\$43,092.00	\$46,108.44	\$51,180.37	\$54,762.99	\$36,000.00
	2	\$38,331.91	\$44,384.76	\$47,491.69	\$52,715.78	\$56,405.88	\$37,080.00
	3	\$39,481.87	\$45,716.30	\$48,916.44	\$54,297.25	\$58,098.06	\$38,192.40
	4	\$40,666.32	\$47,087.79	\$50,383.94	\$55,926.17	\$59,841.00	\$39,338.17
	5	\$41,886.31	\$48,500.43	\$51,895.46	\$57,603.96	\$61,636.23	\$40,518.32
	6	\$43,142.91	\$49,995.44	\$53,452.32	\$59,332.07	\$63,485.32	\$41,733.87
	7	\$44,437.19	\$51,454.10	\$55,055.89	\$61,112.04	\$65,389.88	\$42,985.88
	8	\$45,770.30	\$52,997.72	\$56,707.57	\$62,945.40	\$67,351.58	\$44,275.46

Effective		3/15/2008 NNS	3/15/2008 NCS	3/15/2008 MS/NAT CERT	3/15/2008 NFT	3/15/2008 FT/MS/CERT	3/15/2008 NSN
	1	\$37,587.60	\$43,522.92	\$46,569.52	\$51,692.17	\$55,310.62	\$36,360.00
	2	\$38,715.23	\$44,828.61	\$47,966.61	\$53,242.94	\$56,969.94	\$37,450.80
	3	\$39,876.69	\$46,173.47	\$49,405.61	\$54,840.23	\$58,679.04	\$38,574.32
	4	\$41,072.99	\$47,558.67	\$50,887.78	\$56,485.43	\$60,439.41	\$39,731.55
	5	\$42,305.18	\$48,985.43	\$52,414.41	\$58,180.00	\$62,252.59	\$40,923.50
	6	\$43,574.34	\$50,454.99	\$53,986.84	\$59,925.39	\$64,120.17	\$42,151.21
	7	\$44,881.56	\$51,968.64	\$55,606.45	\$61,723.16	\$66,043.78	\$43,415.74
	8	\$46,228.01	\$53,527.70	\$57,274.64	\$63,574.85	\$68,025.09	\$44,718.21

Effective		9/1/2008	9/1/2008	9/1/2008	7/1/2008	7/1/2008	9/1/2008
		NNS	NCS	MS/NAT CERT	NFT	FT/MS/CERT	NSN
	1	\$38,339.35	\$44,588.09	\$47,709.26	\$52,957.27	\$56,664.28	\$37,087.20
	2	\$39,489.53	\$45,925.73	\$49,140.53	\$54,545.99	\$58,364.21	\$38,199.82
	3	\$40,674.22	\$47,303.50	\$50,614.75	\$56,182.37	\$60,115.14	\$39,345.81
	4	\$41,894.45	\$48,722.61	\$52,133.19	\$57,867.84	\$61,918.59	\$40,526.18
	5	\$43,151.28	\$50,184.29	\$53,697.19	\$59,603.88	\$63,776.15	\$41,741.97
	6	\$44,445.82	\$51,689.82	\$55,308.10	\$61,392.00	\$65,689.44	\$42,994.23
	7	\$45,779.19	\$53,240.51	\$56,967.35	\$63,233.76	\$67,660.12	\$44,284.06
	8	\$47,152.57	\$54,837.73	\$58,676.37	\$65,130.77	\$69,689.92	\$45,612.58
	9	\$48,567.14	\$56,482.86	\$60,436.66	67,084.69	\$71,780.62	\$46,980.96
Effective		4/1/2009	4/1/2009	4/1/2009	4/1/2009	4/1/2009	4/1/2009
		NNS	NCS	MS/NAT CERT	NFT	FT/MS/CERT	NSN
	1	\$38,722.75	\$45,033.97	\$48,186.35	\$53,486.85	\$57,230.93	\$37,458.07
	2	\$39,884.43	\$46,384.99	\$49,631.94	\$55,091.45	\$58,947.85	\$38,581.81
	3	\$41,080.96	\$47,776.54	\$51,120.90	\$56,744.20	\$60,716.29	\$39,739.27
	4	\$42,313.39	\$49,209.84	\$52,654.52	\$58,446.52	\$62,537.78	\$40,931.45
	5	\$43,582.79	\$50,686.13	\$54,234.16	\$60,199.92	\$64,413.91	\$42,159.39
	6	\$44,890.28	\$52,206.71	\$55,861.18	\$62,005.92	\$66,346.33	\$43,424.17
	7	\$46,236.98	\$53,772.92	\$57,537.02	\$63,866.09	\$68,336.72	\$44,726.90
	8	\$47,624.09	\$55,386.10	\$59,263.13	\$65,782.08	\$70,386.82	\$46,068.70
	9	\$49,052.81	\$57,047.69	\$61,041.03	\$67,755.54	\$72,498.43	\$47,450.76